

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES 1 102	
2. AMENDMENT/MODIFICATION NO. 0004		3. EFFECTIVE DATE 29-Jul-2005		4. REQUISITION/PURCHASE REQ. NO. W81W3G-0A76-0001		5. PROJECT NO.(If applicable)	
6. ISSUED BY USAED - BALTIMORE 10 SOUTH HOWARD STREET BALTIMORE MD 21201		CODE W912DR		7. ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X		9A. AMENDMENT OF SOLICITATION NO. W912DR-05-R-0001	
				X		9B. DATED (SEE ITEM 11) 28-Jun-2005	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The solicitation for the Public-Private A76 Competition for the U.S. Army Corps of Engineers Information Management/Information Technology is hereby amended to add (1) the 29 July 2005 update for the on-line comment form (only the questions and answers since 27 July 2005 are being posted), (2) the Slides, Site Visit Attendees and Q&A's from Jacksonville District and South Florida Operations Office, Clewiston, FL, and (3) the Transcripts from the PreProposal Conference held on 15 July 2005 in Baltimore, MD. As a result of this amendment, the proposal due date of 23 September 2005 at 4:00pm is not extended.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
_____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)		29-Jul-2005	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

Jacksonville District Site Visit Attendees

26 July 2005

COMPANY NAME

Cape for Professional Svcs	R. Sapp
Cape for Professional Svcs	P. Greg Newman
Cape for Professional Svcs	Byron A. Van Epps
ISS	Robert (Skip) Woffinden
Jacksonville USACE	Jim Cobb
Jacksonville USACE	Donna Casey
Lockheed Martin	Bill Colmer
PWS USACE	Van Eason
PWS USACE	Ronald Fennell
USACE	Robert Hunter

JACKSONVILLE DISTRICT Q AND A

Jacksonville Questions

Jacksonville Answers

Can we see the Help Desk application ?	No.
What is used for imaging ?	Ghost.
Do you have a call center ?	Yes
Hardware needs/growth, any idea how much ?	Yes, winner of contract should direct activity based on needs.
Do you have total adhoc capability ?	Yes
How widespread is the Helpdesk software around the CORPS ? Does it have a WEB interface ?	Widespread, but not standardized. Yes.
What is your fire suppressor system in the computer room ?	Water, but it is a dry system till charged.
Do you have SIPRNET and regular LAN ?	Yes, we have SIPRNET and non-classified.
How often do you backup tapes offsite storage ?	Once a week.
Do you buy off the CADD contract ?	We buy off the Army contract
How many of your projects are entered into P2 ?	All of them.
Is there hardware standardization on the desktop ?	Yes, Dell.
How many projects are being supported in the Jacksonville District ?	400
How many remote sites do you support ?	37 remote sites and most have T1's.
How is the Everglades Reclamation project funded ?	50% federal and 50% state.
How many contractor personnel support the Everglades project ?	70 total with 18 CERP.
Is the visual information lab part of the PWS ?	Yes, 5 people.
How is field site support provided ?	Dedicated on-site; dispatch from HQ; on-call vendors, etc...
What do you use for pushing patches ?	Patchlink and SMS

CLEWISTON FLORIDA SITE ATTENDEES

27 July 2005

COMPANY	NAME
ISS	Robert (Skip) Woffinden
PWS USACE	Ronald Fennell
PWS USACE	Van Eason
USACE	Donna Casey
USACE	Jim Cobb
USACE	Robert Hunter

CLEWISTON FLORIDA Q AND A

27 July 2005

Clewiston Questions

Where do the circuits go from this site ?

Clewiston Answers

They go to the district

**US ARMY CORPS OF ENGINEERS, BALTIMORE DISTRICT
USACE A76 COMPETITIVE
SOURCING FOR INFORMATION MANAGEMENT
AND INFORMATION TECHNOLOGY
Friday, July 15, 2005**

PRE-PROPOSAL CONFERENCE

INTRODUCTION

FRED REID

We are very pleased that this solicitation phase is underway in accordance with the A76 and on schedule. We have done a lot of innovative things for this competition. We issued three drafts and we responded to the questions that came in and concerns. We had 4,000 questions over a period of the three drafts. In response to the current solicitation, we have had about 130 questions in the finals and we're working those. We're really proud of the Performance Work Statement (PWS) review on common processes. I think it really works. We will have 3X5 cards in the room for any questions that you'll have later on and we prefer that you write them down so we don't have any misinterpretations. If you haven't gotten cards, our folks outside have the cards for you. They are

at the end of the tables. Our goal throughout this competition was to insure an open and transparent process within the rules. That's all of the rules of FAR and Circular and Statutes, and to insure a level playing field for both the public and the private sectors. I'm sorry I didn't tell you who I am. I am Fred Reid. I work for the Strategic Sourcing Program Office in Headquarters USACE. Actually I'm representing Mr. Navidi who is the Program Manager. We also gave out a copy of the agenda. I hope everybody has a copy of that. Also you need to register, if you haven't registered that's something you need to do. We've set up a breakout room next door with tables for discussions and any teaming arrangements that you may want. We have many small business firms here today and I think they are looking for opportunity. The number I understand is 25% of the solicitation is going to be for small business. So if you want to partner or understand what the small business firm is going to offer you, you can go next door. A list of the site visits, the agenda from today, the contracting officer's slide and the list of the attendees will be posted on the website on Monday. The transcript of the questions and answers from today will also be posted in about two weeks. Cathey gave me 30-

minutes and I'm not - do you have anything else for me to say Cathey. Have I forgotten anything? And so without further discussions or maybe getting my foot in my mouth I'll turn it over to Dr. Jimm Rich who is our Contracting Officer, Baltimore District.

DR. JIMM RICH

Good morning. First of all welcome and I wanted to comment on one of the issues that Fred brought up because it's been an issue, not only throughout this competition but throughout every A76 competition, that's the level playing field. I've come to the conclusion that the playing field is equal - it's up hill and rough for everybody concerned. This has been a real challenge. I can tell you I'm tremendously proud of the Team, the government team, the PWS Team that I work with and quite frankly I'm tremendously proud of the response of industry. We've had some good dialogue. We are working these issues with industry to craft the very best competition that we can that will be fair to all parties and result either in a contract or letter of obligation or I believe there's one other alternative, that's going to work for the United States Army Corps of Engineers. At this time I'd like to introduce the Panel and the Panel will be here to answer

questions when questions are submitted following lunch.

The Panel Members are:

Mr. Fred Reid who has introduced himself, Deputy Program Director; Mr. Glen DePue, Glen is the PWS Team Leader - you identify yourself there; Mr. Tony Brunner the Functional Program Manager; Tim Lamb, Regional Technical Specialist - Tim is our Cost Specialist and will be answering the questions on cost; Shelly Taylor, Shelly Taylor is my Procurement Advisor on this procurement; and Cathey Robertson who is the Procurement Analyst and has been the point-of-contact on this for many of you and has done a remarkable job in that capacity. What I'm going to do today - I am not going to walk back --- My apologies, I'm going to hear about this. Regina Wheeler who is serving in her capacity as Small Business Advisor to the acquisition. What I am not going to do today - some of these slides if you went to the previous forum will look familiar. I am only going to address changes that have been made subsequent to the past forum and these are the more significant changes that I want to call to your attention today. I believe they have all been issued by Amendment, so they are out there, but they are changes that we have made that you may have questions on in addition to the

questions that you submitted when the draft PWS was first released.

CATHEY ROBERTSON

There have been no amendments yet.

DR. JIMM RICH

The language is out there though. Okay.

CATHEY ROBERTSON

The changes in the slides were included in the final RFP when it was issued.

SLIDES AND PRESENTATION

DR. JIMM RICH:

Not by amendment, all right. First change I wanted to discuss is technical under the evaluation factor. What we are making clear in the solicitation is that your transformation plan which is required. The transformation plan is that plan during the phase in period where you transition - you bring your plan in preparation for your full performance period how you make that transition.

(PLEASE NOTE THAT A CLARIFICATION IS MADE LATER IN THE TRANSCRIPTION REGARDING THE TRANSFORMATION PLAN.) The transformation plan is that plan which will be evaluated. The phase-out plan will also be evaluated. Your phase-out plan will be in your last full performance period. Now one

of the significant changes under evaluation factor under small business utilization is that we are requiring that your subcontracting plan, if you are required to submit one, your subcontracting plan must include small business subcontracting opportunities for 25% of the total contract value. Not that which you are subcontracting - 25% of your total contract value. I think we make it pretty clear. There is also language which I do not believe has been issued yet that specifies that a plan that has less the 25% set aside of the total contract value for subcontracting to small business - and I'll talk about the categories in a second - will be determined to be unacceptable. If you are found to be unacceptable on any factor you will be given an opportunity to address that. That deficiency will be call to your attention. However on this one, ultimately, your change is going to have to reflect those percentages. The key on this one is if you look at that bottom bullet, the percentages it's 25% of the total contract value - let's just use easy numbers. If it's \$100, \$25 would have to be subcontracted to small business or some sub-category of small business and we give you the sub-categories. Now we want you to provide in goals for each of those sub-categories within your 25% but we're not going to tell you

what those are - that's a business decision. So we want you to say that our plan will sub-contract at least 25% of the total contract value and within that 25% here are our goals for these individual sub-categories - and those are consistent with FAR Part 19. So you can find those. But we've not going to tell you, we're not going to give you a floor on these sub-category goals. We just want you, as a business unit, to make that decision and provide that information. This bullet, if this was not made clear, is simply the evaluated cost that comes out the end of COMPARE, the evaluated cost is going to contain cost information. These are all separate CLINS in the schedule - from your phase in period, your performance period and all options years. So that's the cost that's going to come out or actually in this case I guess it will be a price, that's the price, the evaluated price that is going to be an expression of compare. Now the business arrangement - the changes from the initial - since we had our initial proposal conference - Industry Forum - you will now note that a transformation plan and a quality control plan is required. And we also have a requirement for prospective offerors to include a phase-out plan and as I mention in the previous slide those are evaluated as part of the

factor that requires them. The new schedule. Now is this going to be put out on a website so that everybody has this? Okay. This will be on Monday. And someone has asked for my email address and I believe that's already up there on the website. Now I went through that relatively quickly but I only addressed those issues that had changed since we last met in the Industry Forum. If during the Q and A, which will be after lunch, when you submit your questions we will entertain and I will entertain questions on any aspect of the solicitation. But what I wanted to do today was to give you that which has changed and the language most of which is already out there, but to give you an opportunity then to provide comment on that but we will entertain questions on any aspect of the PWS or the solicitation. As with the last Industry Forum we've got the right people here to give you the best answer that we can today. If we can't get you an answer today to your questions we will respond to your questions and ultimately if they reflect changes in the solicitation those changes will be reflected either with the issuance of the solicitation or by amendment.

UNKNOWN

Could you put the last slide up please?

DR. JIMM RICH

Could I put the slide up, Bob could I put the last slide back up? Excellent. This is why teams work better than individuals. Yes did you have a question on that or just - I'll leave that one up.

UNKNOWN

In looks like in red are the changes.

DR. JIMM RICH

Yes.

UNKNOWN

It appears that the changes there is a change of wording for November 23rd. We understood that you were not announcing any performance decision until February 2006.

DR. JIMM RICH

No. Okay we will address - The answer is yes, we will be making the Performance Decision in November and the award in February 2006. We will address that more fully in the Q and A. One thing I would ask and I know this is - I know it's difficult for industry in a public forum sometimes to ask the same sort of questions that you would ask in a private forum if you were holding a discussion with the Contracting Officer or Program Manager, I understand that. But what I would ask today is that you know please call to

our attention those things which either you need clarification on so that you better understand it or in the interest of dialogue with the industry please let us know how we can make improvements and reflect that in the solicitation because it is in our mutual interest to put the very best document out on the street and perform source selection on that document that we can. We are not going to be able to do that without the input from industry and we have gotten a lot of input. These folks over here have digested that. Some of that has been reflected. You will see that in the PWS, you will see it in the solicitation. Some of it we've answered. Some of it perhaps we feel has already been answered so we did not respond to it. But we truly value that dialogue because we think that in the end that's going to allow us to prepare and issue a better document. And ultimately should result in a better partnership with the service provider. That's the key to this. So I would encourage your candor and I know that there are some lines that you're not going to step over. As in the past you can call the Contracting Officer, you can call the Program Manager, you can submit your comments privately and obviously we will protect the proprietary

information and not release that to the public. So with that --- Yes.

Prior to turning this over to Mr. Brunner, I noticed that the Principal Assistant Responsible for Contracting, the PARC of the United States Army Corps of Engineers, Ms Bunnatine Greenhouse has joined us and we welcome that. Thank you. Thank you, Bunny. I think this is an expression of the level of commitment that the United States Army Corps of Engineers has to do this properly. We have had just extraordinary support within USACE. It's been tough. It has been tough sometimes but we've got the right people, we've got the right level of attention. We have an absolute commitment to doing this thing right, doing it properly. And in the end what we hope, although we know that with any source selection we have people that are happy - I think you did it right. And there people who go geez I'm really disappointed in that decision I didn't get it. But in the end if we did it - in your estimation if we were fair, if we were candid and if we were professional in our conduct then we did it the right way. So with that let me turn this over to Mr. Tony Brunner.

MR. TONY BRUNNER

I see a lot of familiar faces; a couple of old friends.

It's nice to see you again. I wanted to talk a little bit about the site visits. The team wanted to make sure that we gave an opportunity to visit the work environments but we wanted to limit that opportunity so that we were sensitive to the needs of the current IM employees at those sites as well as the operation that have to go on there. So what we did was we picked six different cities and ten different facilities that we could go and look at that would give you a broad idea about the type of work that's being done out there - what the customer base is like - what the IM support facility and resources are like out there in the current environment. Everyone probably has seen the schedule but I'll run through it real quick just in case. Baltimore is today. We have 32 people signed up for that so far. If you'd like to sign up for today see Cathey Robertson. Is that okay Cathey? The Baltimore District represents a large civil district and military district. The Information Manager there will give us an overview of the operations, and that's Mr. Gary Maul. Is Gary here today? I don't see him in here this morning. Then on the 19th we'll go to Seattle. Three people have signed up for that so far. So again if you'd like to sign

up let Cathey know. That represents a large military district. Then on the 20th and 21st we go to Portland, OR. Four people have signed up. That's a large civil district. It also has there the Western Processing Center for our wide-area network and it also has a division office co-located in that city. So you'll get an idea about how a regional headquarters looks with that staff and what some of their requirements are. On the 26th we go to Jacksonville FL. A couple of people have signed up for that. That's a large civil project but also has a large emergency operations mission. They are responding to hurricanes right now so you get an idea about what that work is. And also we'll travel out to a special project office to see Clewiston, which is an example of a large project office that doesn't have an IMIT presence but has an IMIT support requirement. It's about a five-hour drive, so you get a sense for the geography - how far we're spread out and the nature of the support requirement there. Clewiston, we'll start a little bit later, start at 12:30 at Clewiston instead of 11:30. On the 2nd of August we go to Headquarters [Washington DC] we will look at the Headquarters staff support requirement as well as the Humphries Engineer Support Activity [Alexandria/Fort

Belvoir in Virginia] the IM support element there and what they do to support the Headquarters. We'll see there also the Corps Operations Center - emergency operations center - so you can see what that central facility looks like to support natural disasters. Then on the 4th of August we go to Vicksburg, Mississippi - a couple of people have signed up for that. That's an Engineer Research and Development - a part of our research-engineering development center - that will give you an idea of a campus environment where you have many customers located in a close geographic area. Our Information Technology Lab is there. Our Central Processing Center is there - that's the second part of our wide-area network operations. And you can also see examples of things like specialty labs that require IT support. Generally we start around Noon at each one of these locations and we'll end around seven. We'll collect questions in writing the same that we're doing here today. General questions and answer sessions will be held first by me and Mr. Glen DePue. Glen and I will be at every site. Then the local Information Manager will give you a briefing overview of the operations there. We'll do a walk through of the facility. Then we'll have questions and answers specific to that operations at that facility. Now one of

the most importing things I want to share with you today was kind of some rules of the road to make sure that we do this right but we don't give anyone preferential information simply because they happen to be there and able to ask the question. So here's a couple of rules of the road. You must sign up in advance to participate. See Cathey Robertson if you haven't signed up but you want to. The meetings will start on time but we'll adjust the schedule according to the participant's requirements. All questions will be in writing. All questions and answers will be posted to the solicitation website by COB on 10 August. That means the site visits questions and answers with everyone. Questions must be relative to the operational procedures and customer requirements at the individual locations. So we're not going to be answering questions about the solicitation or what did you mean by this or how about changing this to make it a little bit better. All of those questions have to be formerly submitted through the contracting office. No pictures. No discussion with the local IM staff other than the Information Manager that's doing the tour for you. The dress is business casual. And the point of contact for signing up again is Cathey Robertson. Any questions? Yes.

Q You said questions will be submitted in writing at each site?

A On site. Yeah the reason for that is we want to make sure that we accurately capture the question. And we'll record the answer at the same time.

Q The questions and answers will be posted to the website?

A Exactly. Yeah. Okay. Cathey Robertson made a suggestion that since we're finishing a little bit ahead of schedule that we use this time to do some networking in the breakout room next door before lunch. So let's see - go ahead.

Q What identification is required to get on-site?

A The only thing I can tell you about the on site visit is for you to bring semi-official identification - state driver's license or something like that. You're going to have to sign in at each of those facilities. So bring a driver's license or passport or military ID card of something to get into those facilities. Then pre-register with Cathey so we don't get hung up on access into the buildings.

QUESTION AND ANSWER SESSION

MR. TONY BRUNNER

Since that went more quickly than we had thought, what we will do is go directly into the Q&A, because you have your questions prepared and the Panel is here ready to respond to them. Following the Q&A's we will go to lunch. We will reconvene and we can reconvene in the breakout room to do the networking or if there are still unanswered question - if we take this hour and we have not answered the questions then we will reconvene and do more Q&A. We've all made an investment in this day and I know I want to see a return on investment and I'm sure you do too. So when we have this group together with the Industry and the Government, we will take the time to do our very best to answer your questions. So with that - are they submitting cards up or raising hands or how do we ---

UNKNOWN

Do you have the cards?

MR. TONY BRUNNER

Okay. Bob [O'Brien] are the cards out?

MR. ROBERT O'BRIEN

There are cards out on the end of the tables.

MR. TONY BRUNNER

Okay. If you would like to - yeah. If you'd like to write your question but also step up to the mic and ask it,

that's fine. We just want to make sure that we capture - we want to capture it in writing so that we have it in case we need to respond more completely to it. Okay could we - we're ready to start if anyone has one they one to step up and ask.

Q Let me ask a question about phase in. In the RFP they've identified phase in to be one year. But it's not clear to us what the expectation of the government is in terms of taking over both contractor employees in their work and scope as well as government employees. There's been discussion about doing that at option year dates but there was nothing definitive in the RFP. The question is: Is there going to be any guidance about when we can build into our plan the take-over of the work from contractor employees as well as government employees?

A I'm going to, first of all I'm going to turn most of these over to the subject matter experts on the Panel but I did want to address one issue that you had. The phase in period is one year and concept of the phase in period is that at the end of that time on day-one, day 366, day-one of your first full performance period you should have you plan operational. Because you will be - at that time - you

will be evaluated on the execution of the plan that you proposed. Now with that, Mr. Brunner.

MR. TONY BRUNNER

Yes. You've got that right Jimm. At the end of that first year well will transfer operational control from the government to the service provider. During that first year we'll be following the accepted proposed transition plan from the service provider and execute that for that first transition year. That will include moving people over if necessary, that will include taking over in contracts as they expire. In our last meeting we said we weren't going to terminate any current contract for convenience. They will take their natural course.

Q Let me just read it back to you to make sure I understand. Because this is not clear in the RFP and I think it needs to be clarified because if you leave it open then you're going to price phase in then that may drive a different solution than the one you just suggested. What I heard you say is that on day one of first performance period all the government employees would transition to the new service provider or the government team. And that on the contract

-

UNKNOWN

(inaudible-no mic)

Q Right. Okay. And then the subcontracts that are out there now, the contracts of support, they are in scope work or will they transition over to the service provider on the day of their option year renewal.

UNKNOWN

Phase in period.

Q No.

UNKNOWN

(inaudible - no mic)

Q That's what I thought I said. Okay I think I understand.
So and that of course is not specified in the RFP>

CATHEY ROBERTSON

(inaudible - no mic)

Q Right.

CATHEY ROBERTSON

(inaudible - no mic)

Q Right in fact I think 90% of them fall into that category.
There are a few that actually expire after the beginning of the phase-in period. The SP is expected to pick up those services.

A Let me make sure though that we understand what picking up means. During the phase in period of one year the first

year of the contract or business arrangement, there will be contracts in place that are providing service in support of IMIT - those are federal contracts - our plan is to not terminate them, to allow them to expire. Your plan will take into account those expiration dates. You at no point take over the contractor—they are federal contracts. There may be some contracts that because of the way they're structured, their performance period will go over into, let's call this year two but the first full performance period for the service provider. Now we hope those are ones and twos and the fact of the matter is we're just going to have to work this out. And I don't know what those contractor - what their intentions are but if they have a contract, their contracts will be administered until such time as they are complete by the US Army Corps of Engineers. What we will do is work with the service provider to accommodate that. But our plan is that by the end of the phase-in year we are hoping that virtually all of those support contracts have been completed. And we have put word out to every district and division through their chief's of contracting and through their executive offices that this is the plan. So please administer your service and support contracts - those that are associated

with the IMIT support understand that what we want to do is have those expire in - in a perfect world they would expire exactly on the date you take over them. They're going to have to be some - a little bit of give and take on that one. As I believe there is in any A76 -

UNKNOWN

Just a follow up on that question. I think I understand -

MR. TONY BRUNNER

Write these all down too.

UNKNOWN

Is in terms of the actual scope for those contracts that expired during the phase in to - there's a TE that identifies those contacts and identifies some very general information about what their scope is. But it's not at all specific. And that concerns me because it's going to be very difficult to understand exactly what work is actually coming over to the service provider during that phase in period. And so to bid that on a fixed price basis, it's a real challenge. The second thing is in the TE it showed the number of FTEs, which is important to find the base line how much, is being done. And that number of FTEs in terms of that column shows about 200 plus FTEs. Where in pervious discussions we've heard numbers as high 2500 FTEs

were actually in the contract side of this procurement. So there's some major concerns here about the information provided and what the real truth is in terms of scope and how we price that. Can you comment on that?

A Well let me comment on that and I'm going to have to turn this to the Panel. Your - I want to get far enough in the lead to give you a good answer. But keep in mind your proposal is on the PWS. We do in fact have contractors that currently support the business model. Some of those activities, some of that support may not be part of your proposal. So you're obvious not - if they're performing a service in a way unlike your proposal you're not going to go back in and replicate that. What you're doing is during that phase in year you're going to be accommodating that. But your offer is on the PWS. Now I don't know how much information - I'm going to turn this over - on the actual execution of those contracts. And I believe there were in excess of 1,100 of them at one time. That was a snap shot at one time. Cathey.

CATHEY ROBERTSON

Okay I just wanted to add that is one of the factors to be evaluated under phase in plan - it says
"Does the phase in plan demonstrate how the offer will

integrate existing contracts identified in TE19?" which is a listing of the contracts. This doesn't mean that you have to accept all of those contracts. As Dr. Rich said your proposal is going to be based on the PWS. If there are specialty type contracts, we have tried to list in TE19, those are the type of things that maybe you don't have those services in your proposal. Maybe you don't have those services or you haven't subcontracted with somebody right now to do that but you can use those contractors that are listed to bring them on board. You know these are our contracts right now but when their time frame runs out they become either your contracts or you pick up those people and you support them as a subcontractor or they go away.

Q I hear what you're saying but my concern is that we have to bid phase in on a fixed price basis, then we have to be able to base that on the amount of scope that's coming to us based on termination or the failure to renew those options of those subcontractors. And so there's no way to find what scope is really coming to us in phase in verses the total scope in the PWS. The PWS doesn't break it out by contractor. Okay the PWS is a total requirement. And there's no way to bid the level of work that you're expected to come to us during phase in - because we don't

know what it is - we have no clue what it is. And so we got a major concern here about how we effectively price that without understanding the scope that's involved in those - you know initially it was some 1200 contracts, now we're down to 800-and something of which many of them are not FTE type contracts. But needless to say there's a large number of these and somehow you've got to get a handle on what the actual scope represents - each one of their subcontracts is to bid your phase in.

CATHEY ROBERTSON

So a fixed for this is to give you, and I want to make I understand this, so the fix would either be to give you the complete scopes of those contracts or to go back into the PWS and identify which of those functions in the PWS are currently performed by contract. That would be very hard to do only because some of the Corps districts have a certain support under contract and some of the Corps districts do that with in-house personnel.

MR. TONY BRUNNER

We'll take a stab - we'll do our very best to make clear but you know once again you are in transition that year, that phase in year is the year that you use to put your plan in place. You're not paying those contractors. We

are. And you may or you may not need their services as part of your proposal.

UNKNOWN

I'm going to follow up with Ralph because I believe that maybe we're not communicating well. I think all of the industry that have look at this - that I have talked to - all have a SECRET server. So let me ask a basic question. During phase in period do you expect the service provider to assume responsibility for any of the operations of the existing enterprise during that year?

A Tony go ahead.

What we are looking for is a proposal for the number of people, services, existing contracts. So it's going to be your proposal that we say during the transition period you're giving us a price to do these things and at the end of it we'll be able to hand over complete operational control from the government to the service provider. The government has the responsibility for operational control for the transition period, for that first phase in, that first 12-months. But on day one of the base year period it gets turned over. So you have to ramp up and get there and you have to propose that to us.

UNKNOWN

Let me rephrase. I don't think you're understanding our challenge.

MR. TONY BRUNNER

Okay.

UNKNOWN

Let's take any district. Baltimore District. You have a wide area network that is maintained by certain personnel to support the Baltimore District. At some point in time during the phase in year that contract's going to reach its natural termination point. Do you expect the service provider to assume responsibility of maintaining that wide area network at that point in time during the phase in year?

A Yes.

UNKNOWN

So of those 800 to 1100 contracts, are you going to provide us with a list of your new contracts that you have that will be in existence at that time and what those termination dates are and what the scope of that is so that we understand what the work is during the phase in period that we would have to assume responsibility for?

UNKNOWN

You're asking for a Section C of the existing contracts?

A If I understand you correctly, what you're saying is that for you to price that year, you need to know what it is that you're going to be required to pick up at sometime. You gave a good example. If a contractor on a wide area network for Baltimore District expires half way through the year are you responsible to pick that up? The answer is absolutely yes. Now let's assume alternatively that you don't have, you're not using a wide area network in Baltimore. You know this is something that IT guys should be talking - but let's say that's not your solution. What you have to provide is your solution when that network provider's contract expires you need to be ready to implement your solution. And it may not be wide area network. But the answer is yes you're required - the requirement of the service provider as these contracts expire is either to pick up that work if it's part of your offer, or if it's not for example if they are running a help desk in Tulsa and you don't have a help desk in Tulsa what do you care? Right? But you've got to provide the support that - you know if that's part of your offer to Tulsa. It's however you do it. I guess what we need to do is to the extent that we can give you the very best information that we have that will allow you to make those

decisions. I understand that part of your question. And we think we did that one time and what you're asking us to do is to refresh that list so that you would now have that. And I think somebody mentioned - Ralph was it you that said the numbers dropped rather dramatically, I believe?

RALPH TUCCILLO

Yeah.

A I think that's true. And my guess is, my guess is you'll probably see those numbers continue to decline. I don't know what steady state is going to be but ---

UNKNOWN

Just to make sure we're communicating.

A This is a good idea.

UNKNOWN

This is a very important point that we brought up. It's absolutely essential that we do understand what scope is involve with each contractor because I understand what you said about our over all solution but quite frankly until you get the entire piece and that won't happen until the day one of the base contract, it's hard to implement parts of that ahead of time. So we're going to have to bid our phase in based on the scope we're getting. And we may not be able to transform that until we get into the base

period. That's going to be a function of a lot of variables that I don't want to get into. We may have to take over that scope and sustain that scope during the base period. So to understand what that is and to be able to bid a price, that is absolutely critical. Right now it's just a black hole, we don't know how to propose.

UNKNOWN

No I think we are communicating and I do hear you and I understand what you feel that you need to actually price out that CLINS. Glen did you -

CATHEY ROBERTSON

One of the other things that we have also told the contracting officers is if they desire they can go back out and do a six-month time extension on those contracts to go from 1 October to the first part of March when the actual full performance period starts so that the service provider does not pick up any of those contracts. So that is another option that we have given the contracting officers to decide what they want to do. And we would need to provide those expiration dates for you in a technical exhibit. Fred.

FRED

Thank you. I want to shift to a related but different topic. And that's the subsequent years. Phase in is a real challenge as Ralph pointed out. The subsequent years are challenges as well. As you said, Jimm, we understand that our job is to perform all the work specified in the PWS. And PWS is a sort of functionally oriented type of document that says do this kind of work and it has some scope associated with it in terms of these organizational entities are in - these are out. US. Foreign. All that kind of stuff in it. What it doesn't have in the PWS is a specified work load amount. Any quantification of the work load for each of those PWS elements that we're suppose to price and to put into our offer. Now you've provided us with a very extensive set of information that we understand is your best effort and it was really a very impressive effort, I want to be clear about that. Very impressive effort to collect statistics on government employees. A huge amount of information on government furnished equipment and on the estimated work load several years in the past. And you can be sure we - and I'm sure our competitors have done a tremendous amount of work analyzing that information and trying to understand what it means. Pardon me for a long introduction but I think it's

important. Normally when we bid a fixed price contract we require a specified work load or a specified deliverable so that we have a tight connection between exactly what you're asking for in terms of the amounts - not just the type but the amounts and our price. And a very simple example in this particular case is the number of servers that you want us to keep up running. We don't know what that number is. You haven't told us what it is. We can guess what it is based on historical work load data and all kinds of other things. And there are many things we could do in terms of as you say our approach with that. So my question having said all of that is: The technical exhibits caution the offers to not use the estimated work load, the government staff positions, or the GFE as a workload basis for the offer. What is it that the government expects the offers to use as a workload basis? - not functional but workload basis, the amount of work for our price and our staffing that we have to submit to you?

MR. GLEN DEPUE

I'm going to try to ANSWER that. I'm the PWS Team Leader but before I do I just wanted to note that Mr. Wil Berrios, our Chief Information Office has arrived also. And that goes along with Dr. Rich's comments that USACE is committed

to making this a fair and open competition with the end result of performing the services we need for our customers to continue their mission. We're not in the Corps of Information Management - we're the Corps of Engineers.

CATHEY ROBERTSON

The Corps of Contracting.

MR. GLEN DEPUE

Yeah the Corps of Contracting. The way I see the work load and using servers for an example, if you look at the PWS TEs that is really a break out of the as is organization. All these servers live here. All these servers have this age. All these servers have this model number. That's all in the government furnished equipment. But you have a couple of pieces of information - there's 37,000 employees that are located at these geographical areas - what's your solution to that? Do you want to have a server at every spot? Do you want to regional servers? Do you want to have national servers? That will draw upon your solution of how many servers. All we're doing is describing the as is organization. On the workload, let me use the workload data that is in the technical exhibits for the helpdesk as an example. The number of work orders for helpdesk call over the past period of time. That would be an indicator

to you of the amount of helpdesk work. It's not necessarily broken out as touch work or work that can be performed on-line like pushing patches down or whatever the case may be but there are some industry norms that we expect you to pull out of previous experience for manufactures models. But there's just no way in the world that the workload data can be broken down to that level to describe every work order that was preformed to install a hard drive versus a work order to install a patch that could been preformed on-line. So we expect some interpretation from you with the data that we've give you.

UNKNOWN

Fred, one of the real challenges here is that a lot of us in the Corps of Engineers grew up in vertical construction world or world of dredging. I've done that. You dredge a prism in a river - it's 45-feet deep river mile here to river mile here - here's the readings that we just took last and I mean these guys do it down to the penny. But when you're doing performance based contracting on an enterprise wide contract of this magnitude, we just can't answer that sort - I mean I understand the question. I really do. I understand it clearly. What we're looking for is innovation. We're looking for an innovative

solution to that PWS. It's a real challenge and I really do understand that first year. I understand the challenge of the first year. But I don't know - as Glen said, I don't know whether we're going to be able to give you the numbers of servers. We can't tell you the number of servers we expect you to have. We just say here is the requirement.

MR. GLEN DEPUE

You know those servers are email. There are 37,000 people, it's one mgb per person, it's 400 email boxes per server - I mean it becomes a math problem, if that's your solution. If you want to roll it up to a regional support model. If you want to roll it down to do it locally at every spot it's one server per geographic location. That becomes some decision based on your part.

UNKNOWN

Could I just make a comment Jimm. Alright. I understood everything you said, alright. And I guarantee we can put together an email solution for the Corps of Engineers based on 37,000 employees. That is the simple part that we know how to do. There's nobody else in the world to run CEFMS, P2, etc. We've picked the simple one that we can do, the other ones I can tell you you have not given us a

requirement that allows us to in a reliable way to make a fixed price bid. That's why we ask the question. And that's where we are. And that's on the bulk. If it were on 5% of the work we wouldn't worry about it. The email is a small part of it, that we can do reliably. The rest of it - more than 90% there is no reliable bases on which to estimate the workload. Even given our transformation approach. Can I ask another question now?

UNKNOWN

Let me ask you a question.

UNKNOWN

I'm not trying to engage in debate. I just want to communicate to you where we are.

MR. GLEN DEPUE

I want all of you all to have the information to make a valuable bid that we can evaluate. What would be a solution with what you've seen - what is that thing that you would see that would answer this question? What are you looking for? A star by every server in the GFE that says this is a CEFMS server?

UNKNOWN

I'll give you a very direct answer to that question. My colleague Ralph who has been up here before gave a very

specific recommendation by an email attachment to Cathey and to Mr. Navidi and we gave some earlier communications to Dr. Rich on how to do that. And I'm not going to try to articulate that here. I ask you to look at that. If you were to do what we wrote down in there I think it would reduce our risk of performance enormously and give you an ability to evaluate the offers on a level playing field and know what you're getting. Where as if you - where we are now because the workload is so unspecified you will have no way of comparing two different offers because so much - and I'm doing the costing for our proposal. I know what assumptions we're making. I can tell you the odds that anyone else is making the exact same assumptions we are even close, are almost zero. So we are concerned that the Corps is putting itself at significant performance risks because when the contractor gets there and has to perform all those assumptions are just what they assumed.

UNKNOWN

Okay. Next question. Do we have any other questions from anyone in the audience? Okay go ahead.

Q The RFP has in it a Tab B which asks for a phase in plan. There's a TAB E, which asks for a transformation plan. Correct? Now in your discussion I got confused about the

two of them and as Ralph pointed out because of the things that are going on in RFP.

A Let Cathey clarify that.

CATHEY ROBERTSON

The transformation plan only is to address the 13-target work environment, the TWEs that we've listed in Exhibit 22. That's all that the transformation plan is to do.

Q I understood what the RFP says. The practical reality is the things we do in phase in and the things we do for transformation are by the nature of the work totally coupled. They are not independent issues and so the whole discussion has become confused because I don't - I mean of example we might do things for those target work environments during phase in, after phase in. Just because you can't get everything done during phase in. There are thing we might do for phase in that will help transformation. So they are intimately coupled and that's why the discussion is a bit difficult for us to determine.

UNKNOWN

We'll go back and look at a better description of Transformation Plan.

(changing tape)

--going with their architecture (inaudible - no mic) target work environment, how long is that going to take? We want to see that you can craft your proposal to our business needs in that target work environment.

That's what the transformation plan is.

UNKNOWN

That answer I understood.

UNKNOWN

Good.

UNKNOWN

That I understood and Tony explained it to Dr. Rich so we get in line here. Because if that's what you want that we can do.

UNKNOWN

What we will do is go back and examine the language. And I know that there's - you know we've got plans associated with everything, we've got transition plans, transformation plans, we have an HR Plan which is called something different. And what we will do though is go back and look at the language and make sure that what we agree on is reflected in the solicitation. If it is unclear now. Thank you for bring that up because that's the sort of thing we need to hear. If there is an ambiguity out there

that we can clarify - I like what Tony said - we'll do it.

Yes sir.

Q Just switching gears for just a second. In regards to the small business set aside is the way of history you know if I had a nickel for every team that I was on as a small business that resulted in a net of zero you know I'd have a lot of money. So I understand it's an evaluation criteria but how is it going to be monitored or enforced during the performance period? Is that a DCAA type thing or ---

A It will be monitored by the contracting officer but keep in mind there's also on this particular competition an award fee and one of the award fee evaluation factors is directly linked to the performance of small business utilization and we will be collecting data - a part of the post performance data collection on the contractor will include the collection of data and how are you doing on meeting your goals. I will tell you because that has the attention of the Army on all of our contracts, that's going to be monitored very closely, very closely. And I don't - I believe that because that is an important feature of the business arrangement that it's going to be honored because you know you've got your option years out there too based on performance. So we've going to watch that. I hear what

you're saying but that's a big part of this acquisition.

It's a highly visible part.

UNKNOWNH

I want to go back to our subject about transformation plan and phase in plan. I got to add on to their comment. You made the comment, Tony, that your expectations in the transformation plan were to address 13-target work environment. Are you expecting us to provide you with a solution that meets or maps out a plan that would include how we would execute the 13-target work environment? Or move to that environment? Or do you expect that to be follow on work?

MR. TONY BRUNNER

(inaudible - not near mic)

UNKNOWN

So you're going to revise the PWS to reflect ____ architecture?

MR. TONY BRUNNER

(inaudible - not near mic)

UNKNOWN

Excellent job. We totally agree with you.

MR. TONY BRUNNER

(inaudible - not near mic)

UNKNOWN

Totally in concurrence. Totally agree.

MR. TONY BRUNNER

We should be able to map our technology solution to those business needs. Whatever your interpretation is, tell us what your game plan is to get us there in the IT support area.

UNKNOWN

I think what we're trying to tell you is that we want to provide you with that kind of solution.

MR. TONY BRUNNER

Right.

UNKNOWN

That's not what you're asking for in the PWS. So if we map and respond to the PWS in some cases you're not going to get to what you're asking for in the CDA. There's a disconnect between your CDA and what you're asking for in the PWS. I don't know how else to explain that.

MR. TONY BRUNNER

If you read the wording for Tab E in Section L -

UNKNOWN

I'm read it.

MR. TONY BRUNNER

___ the evaluation factors as the service provider demonstrated a comprehensive plan for providing the technical support solution for that target work environment. That's what it says. However you present that back to us is what -

UNKNOWN

I understand.

MR. TONY BRUNNER

We're hoping there's going to be lots of exciting stuff in there. You're saying we need to do a better job in explaining what that means?

UNKNOWN

Yeah I think that we need to take it off line, but I think you need to understand that we believe that's a high risk area because there's - a service provider coming into a major exercise like this wants to do what you guys want us to do. You know we really do want to bring about some innovative solutions. But at the same time we have to respond to what you're asking us to respond to in the PWS. So there's a disconnect that we hope could be resolved before you asked to submit this. You mentioned collaboration I'll use that as a example. It's not even in the PWS now it was removed.

MR. TONY BRUNNER

Right.

CATHEY ROBERTSON

I just wanted to add to Chuck's question that he had about the small businesses. The contractors are required --- the large business contractors will be required to submit the 294s and 295s. That's the form they fill out saying how they are doing on meeting those small business goals.

Additionally, we will have people out - the administration for this contract is not going to be done all by me. It's going to be spread throughout the Corps and we're going to have people monitoring these plans, subcontracting plans, to ensure that we've got all that information and that they are meeting those. As Dr. Rich said. It will be part of the award fee plan that I hope to get published next week. We've just about finished that, so that should be coming out also - shortly next week. So I just wanted you to be assured that we are going to be monitoring that very closely because we have to report up the DA level on how we're doing on small business on this contract.

UNKNOWN

They are feeding me cards since I sit at the end of the table. Just a couple of clarification points, Dr. Rich on

your slide you showed the solicitation closing the 25th of August, the RFP says the 26th, is that changed or what is the correct date?

CATHEY ROBERTSON

It's currently 26 August. On his slide was -

UNKNOWN

Yes, it was the 25th.

CATHEY ROBERTSON

Okay it's suppose to be the 26th.

UNKNOWN

Okay. And the second thing on your slide you said that I think it was the 23rd of November that the award would be announced. Is that in fact ---

CATHEY ROBERTSON

The Performance Decision will be announced.

UNKNOWN

The Performance Decision which means what?

A That means that the Performance Decision by the Source Selection Authority and the Contracting Officer on the service provider is made. And it will be made public. That's not the same as the Award of the contract itself. Or letter of obligation. But the date is - that is the date - the important thing on this one Ralph, is that's the

date that ends the competition and you know that we're done. Now we know, you and I know there's a lot that goes on after that but that's the date for OMB purposes the performance decision is done and the competition then but that is done, it's over. I mean within the time frame of the 18-months.

UNKNOWN

Okay. Will the announcement as to the winner be made on that date?

CATHEY ROBERTSON

Yes.

UNKNOWN

Okay so the cost comparison will be completed ---

A Everything will be completed. That is the Performance Decision. That is when the Source Selection Authority is provided all the information to include the evaluated price from COMPARE and a list of potential service providers who are found to be technically acceptable on all factors - there it is.

UNKNOWN

I just had to clarify that in my mind.

A Well it's a good question because there are a lot of - this is different than when you typically would make a decision

and when you make the announcement you're announcing the Award of the actual contract. Whatever that business arrangement may be. In this case it's a Performance Decision and I'll tell you rather than me explain that, it's exactly as is set forth in the circular.

UNKNOWN

Yeah. Next one I had was on the site visits. Especially the Vicksburg site visit which is a very important installation to see. That's scheduled, I think on the 4th or 5th of August. It's really way too late. Normally solutions for these kinds of solicitations are done like this month. And to try to go to a key facility like the Central Processing Center on the 4th of August provides really no value added or if it did you wouldn't have enough time to react to what you saw to make changes.

A Okay we'll take that under advisement. And I take it that's - I'm not familiar with it - is that the last visit?

Glen De Pue

A Yes it's the last visit.

A So what you want to see is an acceleration of the site visits, if possible.

CATHEY ROBERTSON

The only other option - we can't accelerate it anymore than what we've currently got it because of where everything is and Tony and Glen have to fly to all of these places. The only other option is, and I can't believe I'm going to say this out loud, but the only other option is to come in and request that the bid opening date or proposal due date be extended out. That's the only other option.

UNKNOWN

Okay and one last question in the group. And this goes back to our discussion of phase in versus first period of performance - at what point are we allowed to introduce changes like new tools, software processes? Are we actually allowed to do that during the phase in period when we assume work, assume the scope of work from those contractors?

A Well when you say changes you mean changes to - I'm not sure I understand ---

Q The way you do business in the IMIT arena.

A Oh I see, go ahead. Tony go ahead.

MR. TONY BRUNNER

The answer is yes. What we're looking for is partnership between the government and the service provider. Whoever the service provider is and it's a good solution and it

just doesn't make sense to wait a whole year before you implement a good idea. So from day one we begin to build that partnership and we look for innovative solutions.

A Yeah I think the idea of the partnership with the service provider irrespective of who the service provider is, is really critical because this is - I mean I think it's been made pretty clear in the room today this may be a challenging solicitation to propose on but the fact of the matter is that it's going to have to be a partnership to execute it and administer it. So there's going to have to be a lot of dialogue within that partnership - and I'm not talking about out of scope issues I'm talking about within the scope - hey let's get together and decide what's the smart thing, what's the right thing for the partnership, because the right thing for the partnership should be the right thing for the Army Corps of Engineers. If you know you all have been involved in contracts - probably some of you have been in a lot of them. It gets down - it often gets down to the relationship, the partnership that you have with the parties. And if you have a good partnership you make this thing work. And you make it work within the scope of the business arrangement.

MR. GLEN DEPUE

I will tell you our motivation as we wrote the PWS in old style government relationships is you'll do back ups on Tuesday from two to four and you'll ask me first. We did not include that type of approach in this PWS. What we really wanted to say, and I think we did, was we need to meet the mission of the USACE engineer and we need the person who is going to execute that to do that with us, not for us, but with us. And if you'll read some of the language in there (the PWS), well we have the service provider on the configuration control board making decisions about the future. Tony's asked or explained that we're asking for that future of how to bring business solutions to future perspectives of our business process. I realize this is somewhat of a disconnect between the PWS and may be the future, but again the PWS was asking for a current requirement where the 12-factors that Tony was talking about was how we're going get there to the future. Even if we didn't change anything, I'm an IT guy in Savannah, I'm not doing those 12-things today. I'm working towards them and that's what Tony was asking - what is your plan to get there from here. You can't come in and we know this - you can't come in on day one with a total solution with no future growth or development. We've also said in

the document tell us your technical solutions for the future. There's a blackberry solution - you know four years ago when it didn't exist that's coming, whatever it's call next. And we want the service provider to help us get to that next level. So we can't identify everything. What we tried to do is identify a relationship where we'll go through this together. And we're going to ask you to help us meet the mission of providing IT solutions to our engineers and we did that via the PWS with the caveat of that partnership of let's do it together, instead of you just giving me 50,000 hours and I'll tell you what to do starting on Monday. We didn't write that kind of contract.

Q Just one comment of what we said to go to a different topic. I agree with everything you just said Glen. I think you did an outstanding job in the way you guys structured the PWS. It was a tremendous effort. I don't have any problem with it. And what Tony said about the TWEs I think they are all in line. That stuff is great. I expressed before what issues I had. I have just a very mechanical question and I said that because I know we're dumping on you a little bit and I feel bad about it because you guys have really done a tremendous effort. I have one mechanical question. Are there any changes to page

allocations or any changes to items that are excluded from page count?

A Not that I -

CATHEY ROBERTSON

I had a comment that came in on the website to ask if something could be excluded in the page count and don't remember what it is right now. But I did agree to do it. But I don't remember what it was. Was it a question for you all?

What was it that you asked to exclude? Right, the staffing matrices. That's coming out in the Q&As that we're going to send out. It will state that yes those will be excluded from the page count. The other thing that I want to let you know, a comment that came in, someone asked about the subcontract dollar amount that we were asking for the past performance. We are going to raise that to \$2,000,000. So that is being raised from \$550,000 to \$2,000,000 and for experience and for past performance on your subs. And it's also being changed from a minimum of three to one, a minimum of one subcontractor. That's also being changed based on comments that we got.

UNKNOWN

That's all good news.

CATHEY ROBERTSON

Well see I do listen to you.

UNKNOWN

Oh I know you do Cathey, thank you very much. The last two points I have which I think are the most important points I bring today. In one of them developed today has to do with our government employees. And this is a concern that I have. Right now the performance decision is made on the 23rd of November. Some 15-months after that point the winning service provider would then try to hire, recruit and retain these government employees to fill those position in their solution. To me that creates a very difficult situation because if I'm in government employ and I know that a contractor versus the government has won this contract, my first inclination is to find out what my future is. And if it takes 15-months before the contractor is going to hire me I'm going to start looking for a job.

A Wait a minute. Tony ---

A We may have miscommunicated something. Maybe even today and I apologize for that. The intention is for service providers to come in with an HR plan of how they plan to transition the government employee and when they bring the condition of three in transition period.

UNKNOWN

You mean phase in period?

A The phase in period.

UNKNOWN

So what you're saying is you're going to run - see I totally missed misread this.

Mr. Brunner: Another clarification is: Phase in is the term used for the contractors term that I'm going to phase in my operations in this way. Transition is a government term that says we're going to transition the current staff at this pace.

UNKNOWN

Okay so you're going to be providing guidance as to -

Dr. Rich: The instructions in Section L should explain that - if they don't then we'll clarify it.

UNKNOWN

There's absolutely no instructions that I am aware of that talk to phasing or bring on government personnel.

A When we had Industry Day, we heard a lot of recommendations about the pain that the existing employees would have to go through should a contractor win and the recommendation was try to make that happen in the first 90-120-180 days to minimize the emotional

roller coaster and move those people over. That's what we hope that we communicated in Section L.

UNKNOWN

We'll look at it. I mean that's an important issue and I'm setting here doing, I'm kind of going through my mental after action report, it would, there is a huge human resource component to this to deal with the federal employees irrespective of who is the service provider, MEO or otherwise. That probably would have been a good person to have on the Panel. There is a human resource advisor at the USACE level, who is Mr. Seth Shulman. But we'll get you some clarification on it. Because that's an important - no you're not going to wait 15-months and - people aren't going to be dangling - you know we take better care of our people.

UNKNOWN

So in theory on the 24th of February '06 I could propose a plan to transition all the government position to our contract?

A Yeah what it should be is in your proposal that you submit that's due at the end of August includes your HR plan and the transition of the government people.

UNKNOWN

Okay.

A And we're going to look - that's all we should be saying.

CATHEY ROBERTSON

We did not tell them that.

A Okay.

CATHEY ROBERTSON

That is not ---

UNKNOWN

Good catch.

Dr. Rich: That's why we do these things. Thank you.

UNKNOWN

That's very important. And that's why I guess the decision is made on the 23rd of November that 120-days that's required in the personnel system to go through the RIF process.

Dr. Rich: Exactly.

UNKNOWN

Has to take place.

Dr. Rich: Right.

UNKNOWN

Okay. The second piece and probably the most important piece of what I bring here today is my concern over the CLINS structure and the fixed price nature of the CLINS for

this contract. And Fred alluded to this to some degree. Because of the way the workload is structured and because of the way there are many undefined areas, it is very difficult to put a fixed price on this kind of bid. And if you do so you build in to your bid a high degree of risk associated with trying to adequately price this very complex contract. There have been a lot lessons learned on this through other A76s and other type procurements that are faced with a situation where it's very difficult to define the workload. And we proposed a couple of alternatives one of which is what is done in the commercial sector for many deals like this, where you go to fixed unit pricing for repeatable type services you can define a fixed unit price for those services. Other work like project work or other work that's ill defined like going to 2,000 meetings or 14,000 photographic events. You know photographic event could be getting up in a helicopter and going over the Hoover Dam and spending two days at a great expense or it could be going out and taking a picture of an eroded beach. Much different event. And so that's the kind of thing that's the time and materials - it's a cost plus kind of pricing mechanism that usually allows you to build in a fair amount of risk associated with the bid. So

that's one alternative. Another alternative is to bid it on a cost plus and that first year partner and develop the base line for exactly what the work scope is. And identify in partnership what those fixed unit services are that you can bid a fixed price on, what those project level work requirements are that you can leave and the cost reimbursable kind of CLIN or time and materials kind of CLIN. That has been successfully tried at other locations. We are very concerned about the risk associated with trying to meet a requirement that's ill defined. And that's our perspective of this requirement. And without putting ourselves at risk financially at the same time putting the contract at risk and being able to deliver the goods and services you need and expect. There's the worst of all worlds, in that on day one we start arguing about scope and say well that wasn't in the PWS. That wasn't in the workload. Be bid this, we made this assumption and now we see the workload is two times or three times or the time it takes to do this kind of event we estimate it two hours. It's really six hours. Whatever the disconnect is, it's going to cause that kind of environment. So there are ways around that to get to a fixed price for those items that can be fixed price. But just to put everything in a fixed

price CLIN for this bid, will put this contract at risk from our perspective. And we'd love to talk more about that but that's a highlight of my concern.

Dr. Rich: Well of course we will look - we will take that under advisement, we will look at it. We do have a cost component in the contract but I'm just going to focus on the issue of the biddability of fixed price CLIN. Because when you talk about unknowns and so forth, I think we have other mechanisms within the structure of the solicitation to accommodate that. But I hear what you're saying on the fixed price CLIN. Are there any other questions?

Dr. Rich Perhaps what we can do is break for lunch at twelve o'clock as scheduled. Come back at one-thirty that will give us a chance to get together and discuss some of these things - one of them I feel like is unanswered and then when we get back together at one-thirty and hopefully we have a clearer consensus type answer for you. All right at one-thirty.

MR. DePue: Ron Fennell, stand up please. Tony said if you want to go on an on-site visit register with Cathey, but Cathey is going to be pretty busy. Ron Fennell is part of the PWS Team. If you want to go to an on-site visit that you're not registered to go on, register with Ron Fennell during the

lunchtime or towards the end of the day. Ron will be the guy that I ask you to sign up with. Thank you.

Dr. Rich:

Cathey, are the rooms available for networking? And they are where?

CATHEY ROBERTSON

Right next door.

Dr. Rich:

Okay we will reconvene at one-thirty for those we will try to clarify and we will then see you after lunch. At one-thirty we will reconvene. Please use the network room that is available.

ADJOURNED FOR LUNCH

AFTERNOON SESSION

DR. JIMM RICH

We read through the questions. Some of them we attempted to answer. We may not have answered them to your complete satisfaction. We will take them back and try to issue either through an amendment or in writing in answer to that question. One thing I wanted to comment on is I really, the types of comments that are being made are the sorts of things you know that you need to hear to get better. So someone made a comment about adversarial. There's certainly nothing adversarial about taking comments and having good dialogue about how to improve a document. I mean I enjoy this. Hope you had wherever you ate, hope you had a nice lunch. I was going to recommend for those of you from out of town that maybe you had enough time to run

up to the market and get a crab cake but of course a little late to mention that. Let me start then - I have a couple of, I'm going to read these. These are - some of these are not questions, they're actually observations. And what I'm going to do is if I read an observation I'm going to give you an opportunity to admit to having written it and then secondly, and more importantly either here or later please get back to us and clarify it for us so that we can answer it in the form of a question.

It says: Based upon the discussion about scope of work, will an acceptable response to the PWS be one where your description of mission needs based upon our experience of the business product, is a plan that is a major departure from existing procedures. And I'm not reading - I'm not able to - some of the words I may be misstating but I think what you're asking is, if I may paraphrase it, if we propose doing things radically different from the way you're doing them is that okay? And the answer is yes.

It's a performance work statement and we're getting out of the business of telling you how to do it. Now what you have to do is perform and there will be metrics against what you have to perform but we're not going to tell you how to do it. So if something is innovative but it doesn't

look anything like the way we're doing it, if it's determined to be acceptable by the Source Selection Evaluation Board and it meets the mark, then it's okay. If there's more to that comment and you wrote it you can jump up and address. Next Comment: It says based upon the discussions, the expectations are for innovative solutions normally found in response to a statement of objectives and not statement of work RFP, however, that does not lend itself to metrics determined by the issuing authority. I guess the question there or the issue is would it have worked - would it work better to have a statement of objectives rather than what we have. I don't know a lot of what we have is dictated by the circular and by the FAR which is not to say there's flexibility in that but what we tried to do is write a PWS that allowed for innovation - you know allowed you to approach it from a problem-solving perspective. I don't - you know however we write it there are going to have to be metrics because as you read the circular it talks about the sort of metrics that you have to captured and the sort of measurement on cost and schedule that's required of the service provider. So those metrics have to be built into the business range. Next Comment: Consideration should be given to adjusting the

solicitation date because of the transition plan evaluation importance and the direct correlation of off-site visits that are not completed until August the 4th leaving only twenty-three days to submit response. Yeah that actually came up earlier and Tony, my understanding is that currently the dates of the site visits are not going to change.

MR. TONY BRUNNER

Right.

DR. JIMM RICH

Okay, now what other dates may change. There are no planned changes to those dates but those dates we're going to stay locked-in on. But consideration was given to adjusting those dates. It was decided not to do anything. Next Comment: Attachment J, Wage Determination the worksheet for Honolulu was not provided. That worksheet is still over in Honolulu and I will leave tomorrow to go pick that up. [laughing] Okay can the USACE provide the WO series number - can USACE provide the - I'm not sure - this says WO I'm not sure if that means work order series number, date for Honolulu to be used.

MR. GLEN DEPUE

I think he is still talking about the Wage Scale.

DR. JIMM RICH

Wage Determination?

UNKNOWN

Right, do you have a specific Honolulu sheet you'd like us
to use or just pull current and use it?

CATHEY ROBERTSON

You mean for wages?

UNKNOWN

Yeah.

CATHEY ROBERTSON

There's not a service wage rate decision in there for
Honolulu?

UNKNOWN

Honolulu was omitted. It's the only major site that wasn't
there.

DR. JIMM RICH

I think the answer is ---

CATHEY ROBERTSON

We will update that and add it in.

DR. JIMM RICH

Yeah we'll update it. Okay. Now let me start --- Tony do
you have any of the questions on that end?

MR. TONY BRUNNER

No actually I passed them to Tim. I did have one point of clarification. This morning we had several questions related to the bid schedule or Section B, the way it was framed in terms of Firm Fixed Price. Those knowns versus the unknowns, those thing that are nebulous like automated information system, development was an example for P2 and CEFMS. We also had another example like photography could be aerial photography taking 9-hours instead of 6-hours. Actually if you go in and look at Section B, what it says is give us a firm fixed price on everything in the PWS but what is excluded are the items listed below, items A through M. If you look at A through M, item B is automated information systems-software development. That's an unknown. The other key word in those instructions is that will be executed under modification determined by the contracting officer. That may be firm fixed price that may be some other way of modifying the contract. So I think it's important to realize that we have identified the firm fixed price pieces that are knowns like provide infrastructure support for automated information systems. But if you're looking at the unknown of software development for a real estate system for example, that's an unknown. What we'll do is work that through a contract mod

once we know what that is. The simple fact is we don't know what the requirement is. Emergency operation is another example of an unknown. Also on that list is visual information - we just don't know what the graphics support is going to be on the front end so we're going to address that through modification. Hopefully that helps.

DR. JIMM RICH

That's a good point. We had a long discussion several weeks ago on that and I think it goes to the point that Ralph raised. There are things about this contract that we don't know. We don't know certain requirements. There may be requirements that emerge that we couldn't possibly contemplate. So we have provided in the contract, we have provided a way, a method to modify the instrument that will allow us then bilaterally to issue modifications. Those may be, as Tony pointed out, those may be cost or they may be fixed price. It depends what makes the most sense but that's specifically put in there to address the issue that came up this morning. And apparently we didn't - either the interpretation or we didn't do a very good job of writing that, that was put in there to reduce the risk to all parties. Because we knew there were certain things

that we just didn't know well enough to ask you to price.

So Tony ---

Mr. Fred Messing

I appreciate what you said, Tony, and you followed up on it. The concepts you just articulated are exactly what we're wrestling with. Okay. And you talked about it in two different ways - conceptually and specifically. Take the photographic one - I just looked at what it says there. My read of that is ___ photographic service that's in that we have to price and only certain things have been excluded. Alright and I can tell you my interpretation of what it says there, my colleagues, there's plenty of stuff that's in there that is that unknown stuff. But I can also tell you that even if I totally excluded everything that was in there - application development absolutely, Tony, excluded it. Alright. But the stuff that is in web pages, database, and cot installs - same thing applies there. I agree that's lower risk than software development, which is about the riskiest thing that you can do in this context except emergency operation but - So now we're communicating on a principal. All right we're on agreement on the principal and the point we're trying to make was --- even for the things, and we've read that Section B 42 times to

try and make sure we understand it, even the stuff that you've left in the bulk of it provides a huge risk for the exact reasons that you guys just articulated.

MR. TONY BRUNNER

Yeah, Fred, and I think we got that and we'll look - we will re-look those CLINs, the fixed price CLINs because we believed that they were sufficiently identified to make a fixed price offer. But what you're asking us, what I'm hearing is - re-look those.

Mr. Messing

And we gave you specific recommendations personally.

MR. TONY BRUNNER

Oh I know. Actually I kept them too. I even read them. Tim. This is Tim Lamb.

MR. TIM LAMB

I'll read the question first. Section B - Bid Schedule CLIN-4 Reimbursement is limited to invoice price. There were some items at the bottom of CLIN-4 where we said these are included in this CLIN. This instruction may conflict with company's CAS statement. It references a section in L here, L-5 16, Tab G, Section 1. Should the instruction be revised to allow reimbursement for company's CAS statement at possible zero fee? Response: The intent is that these

items, these are items that we've added onto the bottom of CLIN-4, will be reimbursed at invoice directly. If there are any load factors go on top of there, any kind of roll-ups or anything that you need to cost, you need to cost that into - you need to put that in CLIN-3 - is my answer to that question.

MR. GLEN DEPUE

I assume by CAS you mean cost accounting standards?

MR. TIM LAMB

Well it just says CAS and I'm assuming that's what they mean. Yeah cost accounting standards.

DR. JIMM RICH

Right. Regina did you have any> Okay. Glen?

MR. GLEN DEPUE

Yes. I'm not going to read the whole question 'cause it's a lot. Okay. Section PWS - Ah, I was just told to read the whole question. Section PWS C.4.2 - leased equipment (upon expiration of the leased agreement of the equipment listed) identification of subject items. Are the leased equipment items all identified with lease in the TEs?

Response: The list of contracts that would identify something as leased or the list of government furnished equipment that might use the word leased, that **list** does

not occur. You will not see the rollout of government property and the government furnished equipment, that 8,000 pages of stuff, you will not see the word leased beside any of that stuff. So if there is a computer that's leased or a computer that's government owned, if it's on that list it does not differentiate between the two. In the list of contracts that identify leased equipment that list of contract items does not identify any leased equipment it's just list the title of the contract. So if the question is, are the contracts or equipment identifying leased stuff? The answer is no.

Next part of the question. If the service provider is to replace leased, as previously leased expire during phase in, a list of termination dates is needed to support pricing. Response: You'll find the termination dates on the contracts. We do not have a list of leased equipment with the termination dates. And I don't know how to get that information at this late hour. So if somebody's leased this sound system in a district and they paid for it with a credit card and that thing runs out at the end of the calendar year, I don't have that information captured somewhere.

UNKNOWN

Okay so the question is we have to take over and replace the lease. We don't know the population of items leased nor do we know the date to take them over under fixed price.

MR. GLEN DEPUE

What you do know is what the requirement is and you do know that you're going to use the government furnished property until such time as that is replaced by life-cycle management and then you'll replace it with contractor owned or service provider owned equipment for that stuff that's identified that way in Chapter 3 and 4 of the PWS. But no, we don't have a list of small items that are leased that you'll be responsible for.

DR. JIMM RICH

Glen let me - that's an interesting question. If a ... Let's just say for an example that there's a leased - well make it really simple. A leased piece of equipment that the lease expires six months into the phase in period. The first year. Based on your interruption, would the contract require that the service provider replace - assuming that we still need this piece of equipment - replace that piece of equipment or would the government, the individual that

leased it to begin with, go back out with the credit card
and ---

MR. GLEN DEPUE

That has not been answered Dr. Rich.

UNKNOWN

So that's - there's a little bit of a gray area.

And so your concern is since you don't know how much of
it's leased it could be a lot.

UNKNOWN

You guys leased from CISCO Systems an entire communication
rack and that lease laps two months into the next year.

Under the way it's written, that lease will flip under
CLIN-3, I believe fixed price and we'll have to renew that
lease or replace that equipment under contractor title.

DR. JIMM RICH

That's a good point.

MR. GLEN DEPUE

Question: Technical exhibits caution offers not to use the
estimated workload government staff positions or GFE as the
workload basis for the offer. What does the government
expect the offer to use as a workload bases for their offer
price in staffing? Response: There's about four pieces of
information in my mind that would assist me in making my

offer. You look at the geographic areas, the footprint. And we've identified that through various TEs - the list of districts, list of divisions. We provided a map that listed the known populations. Again all of this is dated. You know that information was collected before today but you have that information. You also have the government furnished equipment information - the rollout of all the property. There's, I know it's massive, we're talking about a nationwide contract but there's thousands of pages of desk top computers, lap top computers, servers, cameras, all the IT stuff that we use and that is broken out by manufacture, date of purchase, and where that stuff is located. So you can open up the spreadsheet that says Savannah District, which is my home district, what's all the stuff there. Then you can look at the workload data that we have. The workload data reflects that workload that was done and reported by those various offices that perform various missions. This ties into the next question. But I'll answer it specifically but you'll find in the workload data big numbers, little numbers, and sometimes no number. That reflects that my district responded to a lot of hurricanes last year. The year before we responded to zero. Nobody in Omaha responded to

hurricanes. So if the question is why doesn't everybody respond to three hurricanes a year it's because it's a mission thing. The answers aren't always exactly the same for every location. So I would take the geographic, the population of the customer, the population of the equipment, the age of the equipment and I would put those things together and then I would ask myself how do I want to run help desk operations. Currently you see the as is way. You may want to do it way-A, way-b or way-C and using those feeder indicators develop a business plan to provide that service. And I can use that example for photography or copy machines or the network or records management or mailrooms. In my mind, I can see that how those pieces would fit together and realize Savannah has 1200 people; Charleston has 175 people; Workload for the mailroom is probably going to be dramatically different. I could probably put that together looking at those pieces of information. So that's how I would expect the offers to use the workload data and geographic data and government furnished data to come up with the offer. The offer also may reinvent the way to do it all together. We're using yesterday's technology, you may have tomorrow's technology that's a solution. That doesn't even look like what we

have on the table but it meets the final requirement. It provides the network access. Be it wireless or microwave or bluewave or good old copper cable. It's whatever solution you bring to the table. Does that help? Okay.

Question: Technical exhibit, error workload data. The data - and this is the tie that I mentioned to you - The data furnished for the seven areas is inconsistent in the columns, cities, provided between --- It's hard for me to read, I apologize. Provided between work areas. Can **the** Corps provide clarification? Answer: I think I did just that but let me just explain to you. The Corps has many different offices that have different missions. Fred comes from the Headquarters that has an oversight mission. I come from a District that has a performance mission, we build things, so it's a different mission. I've got 1200 people in Savannah. I'm on the southern coast. I respond to hurricanes. There are other District's that have different missions. So you may see a number in my area that is a large number and that same workload data even at another location that is a very, very small number. It may mean that they don't do that. It may mean that we do it regionally. It may mean that there's different missions, so they might not even be staffed to do that mission at

all, even if they wanted too. They just can't do it. So that may help you understand why some numbers are large and some numbers are small, but there's 400 to 600 sites throughout USACE with different missions across the board. And that's why you will find some of the workload numbers dramatically different for helpdesk work orders done in the month of July...10,000 here and a 100 there. Where did that difference come from? It could be the population of the locations.

UNKNOWN

Hey Glen. The question is also going to - between the last - the number of sites - vertical columns is significantly different. There's some lists have 20 additional sites ---

MR. GLEN DEPUE

Can you give me a specific example?

UNKNOWN

As an example there a finance center sited in Huntsville on one of the lists that I can't relate to in any other document. There's two Cold Water sites specified, one I can figure out - the other I can't.

MR. GLEN DEPUE

So you're saying in the workload data for automation they're listed but workload data for communication they're not **listed**?

UNKNOWN

Right. So category -

MR. GLEN DEPUE

Right.

UNKNOWN

There's some fluctuation in sited cities.

MR. GLEN DEPUE

I will look at that. The only thing - that brings up another good point and I'm glad you brought that up. Another example of how workload is done especially for a Center and the Headquarters is that they have on-site services for these workload elements. But Dr. Rich is the Baltimore Contracting Officer who is really doing a Headquarters functions by managing this project. This workload, if we were doing a study of contracts, would reflect off the Baltimore District and would show no impact on the Headquarters. We do the same thing in IT areas. For example, in Savannah we may use the Jacksonville VI Team to do a film for us because they have a higher level capability. So our workload on that is zero; Jacksonville

is actually a little bit higher. So that is the as is.

OK, we're asking you all to be innovative. But I'll try to explain that to you. I will check on the workload between the seven categories for the finance center as an example. I'll I use that one as a test. And then if we made a mistake we'll get a mod out. If there's no mistake then the answer I've said stands. Yeah I'm finished.

CATHEY ROBERTSON

This was a question we've also received through the web site which we're going to answer but I'll also give you the answer now. It says: Section L.5.1.6 which is Tab G, Section 3 - the cost substantiation Section B - An instruction conflict that occurs between the CLIN nomenclature 0001 through 0006 versus A, B, C, D in the two sections, please clarify. Answer: The A, B, C, D is incorrect and we are going to fix that in an amendment that goes out so that it does read with the 01 through 06. So it will match the CLIN that is in Section B.

Dr. Rich

That completes the questions that we received in writing prior to lunch. Now when we read a question and discuss it and then say okay that doesn't mean that's the end of it. That means also that we'll take that back and review that

and look at the PWS, look at the CLINs, try to make changes where we can. For example some of the dates are pretty locked in but we will take a serious look at this. It's a big mission. The comment I think that Tony made about things being mission driven, perhaps that was Glen, this is not 37,000 people in X number of locations all doing the same thing. I mean it's just a really remarkable organization. I worked Portland, OR, which is a massive Information Management Technology Support for the hydroelectric power system, Columbia River. Went to Alaska. Went over to Kuwait and we pulled the war zones. Gulf Region Division and Afghanistan Engineer District we pulled those out of this PWS. That's something that the Corps of Engineers does. So it's some of the complexity that you're seeing. And I think some of what you see is ambiguity. That's the stuff that we live everyday but we have a remarkable group of people that are providing our IMIT support that just seem to be able to do it. Wil Berrios is the CIO so you know that's the guy who's going to make all of this stuff work. So it's doable folks. It's doable, I can tell you that. We've just got to get it into a format that's understandable and biddable and the people - and then we have to have a good partnership with

our service provider because I'll tell you those ambiguities are not going to go away. And they are going to be mods and there are going to be discussions. I can tell you that as the Contracting Officer one of the things we're charged with is fairness. So we're not - our job is not to see if we can bankrupt you, cause you misery. Our job - if you're our service provider you're our partner. And we're going to work with you to ensure fairness and get the mission done 'cause we've got - we take great pride in that mission in the Corps of Engineers. It's probably why most of us work for the Corps. I'm tremendously proud of what our service is to the Nation. And this service provider agreement is going to be critical to keeping that mission operating as efficiently as we have. Are there any other questions that you want to submit - yes sir.

Mr. Johnson

One follow-up comment. I didn't think about this this morning cause we went through an ____ of trying to get me lined up with where the team was at. But it has to do with the concept now of bringing over government employee, the potential of bring them over starting on the first day of phase in. Okay and if that's the intent or if that's considered a viable option, then we need to look at the way

we're making the decision of the award of the contract.

Because when you have technically acceptable low price, I would be a fool to take over the cost the government employees on day one of the phase in and run a 200 million dollar bill for phase in versus taking them over the last day of phase in where now I'm down to a 12 million dollar bill. If you see my logic there. In other words first we were trying to figure out what was the guidance of when you could take them over. Then you've got to look at the issues that that creates within the structure of your procurement. That's the wrong answer to take them over the last day of the phase in or the last month of the phase in because if I'm a government employee I'm going to leave, find a job. And so we create a risk there. But as a contractor, if I'm bidding this there's no contractor here that would bid a 2 or 300 million dollar [change of tape]

Dr. Rich

Thanks Ralph. I know you mentioned that to me just before lunch. We talked about it during lunch. And what we feel that we need to do - we agree with you that you know to be low cost you're going to want to turn those folks, you're going to take them over the last day. So we're going to go back and talk to Ray Navidi with a couple of

recommendations for consideration. One of which would be create a window of say five-months. We want them to transition over in five-months and if you do it on the last day you do it on the last day. Another option would be go ahead and take them over but have their start date to move to your payroll on the first day of the base year. A couple of different options that we're looking at so it doesn't impact your cost. We're going to take it back to Ray and see what we can work out. There's a HR component here too Ralph and I don't have it readily available. But there are, as you might imagine, when you start to impact a federal employees career and their job, a lot of considerations have to be taken into account and among those are we have union representation, we have HR - it's a complicated process. And what we need to do is look at how that all works. And there's two goals there. One is how does it work for the service provider and then how does it work for that employee? Which is equally important. So we need to go back and look at that.

I did notice that - oh go ahead. I did notice that the Acting Chief of IM in Baltimore District just sat down back there, Mr. Gary Maul. Gary could you raise your hand.

Gary's the guy that saves my bacon on almost a daily bases right now. Gary will be the host for the tour this afternoon, which begins at what time Gary.

MR. GARY MAUL

Three-thirty.

???

Three-thirty. Okay. Yes sir.

UNKNOWN

Here's my concern and you need to help us with and I'm sure Northrop is in the same situation I am. Every day that goes I've got a boss looking over my shoulder that says you've got a high risk program out there Paul. I don't know why I'm going to let you continue to spend money at the rate we need to spend to develop this bid. All right. And every day I'm having to go in and say oh give me another day, give me another day, give me another day. You have heard lots of questions from industry. There are 44 days left to get to the end of this deal. When are we going to hear responses to the questions that we can then decide to take action on and move forward? Because we're at the point that every day is one day less for us to respond, to build solutions to and it's one more day my bosses say 'why am I letting you spend money Paul?' So I

don't know about Northrop or Tinaa and how they're operating but I know I've got lots of pressure that says yes we understand people that say partnership. We also understand more than one contract that ended up in day after award you know we said there 10,000 devices all of a sudden there's 12,000 devices and it's fixed price. All right so we don't want to end in a contract where we have relationship that is based on contract letters, right, and equitable adjustment activities happening every other day. That doesn't make for a good relationship -- the Headquarters, the contract or after the District Offices, which you're going to have the same issue out there. So you need to help us or at least help me understand you know how do I go back to the Boss and say give me another week. Alright. That's really where we're stuck at.

Dr. Rich:

Okay well I'm not going to give you a date right now when all these questions are going to be answered. But I will tell you that we share that sense of urgency. I mean we hear you and we know that time is short so we're not going to be sitting on it. You know I wish - you know it would be nice if someone just said by the way here's a solution to all of your problems - it works for everyone, works for

industry, works for the MEO and all you've got to do is make a decision to implement it. Well we haven't got that yet. But we're going to go back, we're going take these back, go back and scrub them and go over them, look at the solicitation and see what we can do. And we understand that you need answers quickly to say yes or no - we're going to make a business decision to engage or we're going to disengage. We got that piece. And by the way that's really helpful to hear, I mean that's - okay, that's a matter of public record now. We've got that down. Any other questions? By the way we had a number of small businesses here and I hope that you take, if you have not already, take the opportunity to do some networking while you're here because that also part of what this day is about. Are there any comments from the Panel?

CATHEY ROBERTSON

The only thing that I wanted to add is that it is our intention to issue an amendment every week to answer the questions that are coming in. Questions and answers on the web site. I realize two weeks I haven't answered anything yet but I just got the first briefing of them that we have been able to provide answers for have come in and hopefully that will be out Tuesday, Wednesday or next week.

Dr. Rich

Now that's answers to not these but -

CATHEY ROBERTSON

The questions/comments from the website and some of these we received today, are on the web site.

Dr. Rich

Okay. But I can assure you we're going to have some corporate level discussions next week. And we'll be looking at some of the issues that were raised today.

Mr. Messing

Along those lines, Cathey we didn't get email notices when the final RFP went out you know on the automated response thing where we signed up. You're not understanding what I'm saying?

CATHT ROBERTSON

Yeah but I'm just, you didn't get a notice.

UNKNOWN

Yeah we didn't and I don't know about the other players so I ask you to take a look at your system and see what's happened there.

CATHEY ROBERTSON

In the same respect just double-check your email because we've had a lot of problems with people missing one character or something.

Mr. Messing

Cathey -- we were successfully getting emails from Cathey on the automated system up until the final RFP was issued to the web site and then we never got it for that or anything subsequent by the way and it's not just me personally but every member of my team.

CATHEY ROBERTSON

We've not issued anything on the web site since it originally went out.

Mr. Messing

All right but we didn't get it for final RFP so that didn't - I'm just telling you - I ask you to take a look to see if something happened there.

Cathey Robertson

Sure,

Mr. Messing

Because we want to - obviously that's very effective technique to help us out.

Dr. Rich

Absolutely. We will do that.

Mr. Messing

And you said you were going to issue an amendment on Monday and I understood that. You didn't say anything about extension. Sometimes issue amendments they cause extensions. I'm assuming since you didn't mention extensions accept in a very hushed tone earlier that there's no planned extension of the deliver date at this time by amendment.

CATHEY ROBERTSON

That is correct unless we get a lot of comments in that we need to extend.

Dr. Rich

Well that - well let me just say that the person that would make that decision is not in this room. So we would have to --you know before extend the performance decision or other dates prior to that, we're going to sit down with Mr. Navidi and have that discussion. Now a compelling case could be made if there's enough evidence that we're going to have --- but look let's be honest. We're under the gun here with OMB. We get report cards - we actually get our own report card in the Corps and then the Army gets theirs too. We've got an 18-month performance period. Right now I believe if I've got my dates right the absolute last date

that you could possibly execute something I think is 2
January 06 but I may be wrong. For the 18-months it ends
in ---

CATHEY ROBERTSON

It ends on 23 November of this year. That is 18-months.

???

Well okay.

CATHEY ROBERTSON

From the public announcement issue date.

Dr. Rich

Okay. So that some of the pressure that we're under. And
that is not to say - by the way we're now going to do
something knowingly stupid just to meet a date. Okay.
That's not what we're about. So what we are trying to do
and thank you for those of you who said you appreciate our
staying on schedule, these people at this table, not at
this podium, but the people at this table have just worked
unbelievable hours to keep us on schedule. And we're going
to continue to try to do that but we're not going to do the
wrong thing for the wrong reasons. So we are going to take
this input into account. If there are no other questions -
sir did you - Okay, if there are no other questions I want
to thank you. I hope you're staying and have signed up for

the site tour. Thank you so much for coming, for your interest and have a safe trip home.

MR. GLEN DEPUE

Anyone going on the site tour Gary in the back has just stood up in a blue sport coat. We're going to meet with him in five minutes and we're going to walk from here to the Baltimore District area. We are departing here in ten minutes. We need to get to him in five minutes and start heading towards the front door.

Dr. Rich

Wait a minute.

MR. GLEN DEPUE

I couldn't see my watch. It's 2:10 I thought it was 3:10. Gary can you do it early?

MR. GARY MAUL

No.

MR. GLEN DEPUE

What time will we meet here to go to the District? About 3:10?

MR. GARY MAUL

We'll meet here at 3:00.

MR. GLEN DEPUE

Three o'clock we'll meet here to go to the District.

If you want to go through the walk-through meet in this room at 3:00 to go to the District.

???

Sir did you have a question?

UNKNOWN

Just real quick Dr. Rich had made a comment earlier about small business and networking. And from a small business participant's perspective here, the larger primes have been working the RFP for a good amount of time. And small business obviously we can't address the whole thing. And it's a little awkward for us to approach people we don't know and try to network with people - obviously you know some of them are easy to identify but some of them aren't. I guess small business would like a little help in what are the opportunities available to small business. It's hard for us to tell not knowing the players.

Dr. Rich

It's hard to tell. Right. Well it's hard for me to tell. Now Regina, Regina Wheeler is our Deputy for Small Business in Baltimore District. And so she is certainly is but what is hard for me to tell is I know that we have put a very aggressive goal out there for the large businesses that are competing. I don't know how they're planning to meet that

but they all know what it is. And they know that's something that is going to be met. Now how you match those skill sets up, because this is such a massive undertaking, other than forums like this and providing breakout rooms and providing a network I don't know. Now we've got a list - Cathey what we use to call a bidder mailing list - you know we can provide you the names - but you've got them right here - The list published from the Industry Form identifies who was large and who was small business.

CATHEY ROBERTSON

It's on that list, which we identified them as who the large business are. Had you had a chance to look at that on the web site under the Industry Forum.

UNKNOWN

Yes but some of them aren't here but yes.

CATHEY ROBERTSON

Okay.

SONDRA CHARLTON:

Can we just go around the room and everybody introduce themselves?

Dr. Rich

Let me recommend you just do your network in here. And you know we will continue to provide information on opportunities. You know Regina's hearing that so -

REGINA WHEELER

Jimm in the same respect anybody that is a small business that would like, submit some information to our Agency for this project or for any other project, we're more than willing to accept that. We have a data base where we can help the large businesses if they are having problems meeting their goals to help them give them some of those small contractors. So by all means contact us.

DR. JIMM RICH

Yeah as long as you here you know -- ____ your attention for five seconds, in addition to this particular acquisition as long as your logging on to the Baltimore District web site - you know if you're a small business look at the stuff that we've got out there.

CATHEY ROBERTSON

I think it's a concern that the people are here, but you don't know whose with say Lockheed Martin or you don't know who is with CSC or you don't know whose with Northrop.

UNKNOWN

Well I do know CSC because of their discussions but the other primes, no I don't know who they are and found a couple of people and they're other small businesses.

CATHEY ROBERTSON

Okay can you just please raise your hand if you're a large business? Okay. Look around the room. There they are. And afterwards you've got an hour and a half where you can meet each other.

DR. JIMM RICH

Okay. With that we will reconvene - for those that are going on the tour reconvene in this room at 1500 hours. You need to get use to that sort of thing. This is the Army. So at 3PM and we will walk you over to the facility. Gary will be the host. He has a tour set up. Okay, thank you very much.

ADJOURNED

COMMENTS AND QUESTIONS TO SOLICITATION

29 JULY 2005

This listing only contains Q&A's received since 27 July 2005

RFP 2005:Jul:14:15:04:50	RFP	In this section that states "any equipment proposed..." (requires) "a modification to the contract shall be executed", does this apply to refresh equipment that is outlined in para. 4.1? Should the Offeror's FFP for CLINs 0001, 0003 and 0004 not include the cost of refresh equipment, since the cost of refresh equipment would instead be funded by the govt thru contract mods?	CLIN 0004 is Government Furnished Equipment CLIN 0005 is for Service Provider Furnished Property The text on page 17 is REPLACEMENT OF GOVERNMENT FURNISHED PROPERTY Equipment is property. Government Furnished is not Service Provider Furnished. We used specific nomenclature for these items so as to distinguish them
RFP 2005:Jul:14:17:04:16	Section B, CLIN 0004 FFP for Managing GFE	C.4.1 says that the SP shall retain title of refreshed equipment. C.4.3 says that the Government reserves the right to purchase from the SP any of its titled equipment. However, if the Government reimburses the SP (Sec B, CLIN 0004) for refreshed equipment, it should not have to buy back such equipment at the end of the contract period. Thus, Sec B, CLIN 0004, C.4.1 and C.4.3 should be reconciled to clarify intent.	CLIN 0004 is for management of GFP CLIN 0005 is for the Firm Fixed Price associated with the Service Provider Furnished Property as defined in section C-4 of the PWS.
RFP 2005:Jul:15:13:44:28	Sec B. Clin 3 m)	Says "Graphic Displays. Only the work associated with 'high level exhibits.'" reference paragraph does not contain "high level exhibits"	The bid schedule will be updated to reflect this correction.
C.5.2 2005:Jul:20:14:36:21	C.5.2.1.3	Clarify what is meant by "input data" - what type of data? Who may request data input, etc?	Question 1: Clarify what is meant by "input data"- what type of data? AIS data to be input includes manual entry of mass data submitted by customers, data conversion, and entry of data from one electronic medium to another to populate an AIS database. Question 2: Who may request data input, etc? Customers which include any person or entity authorized to be provided services or utilize services under the contract.
TE-31 2005:Jul:27:15:12:02	12/13	I did not see the GS-14 position listed Question: Are all the ITIM positions listed in this document?	Information in TE-31 is for information only and offerors should not rely on the information for staffing or costing. The Information Management Document from which the information was taken as of September 2004 is a living document and is constantly being updated to reflect current information and inaccuracies in the information is corrected as inaccuracies become known to the resource management community.

TE-31 2005:Jul:27:15:12:56	12/13	<p>Clarification of first question</p> <p>I did not see the GS-14 position listed for the SAJ Offices</p> <p>Question: Are all the ITIM positions listed in this document?</p>	<p>Information in TE-31 is for information only and offerors should not rely on the information for staffing or costing. The Information Management Document from which the information was taken as of September 2004 is a living document and is constantly being updated to reflect current information and inaccuracies in the information is corrected as inaccuracies become known to the resource management community.</p>
RFP2005:Jul:28:21:37:15	N/A	<p>Previous on the NAB web site you had posted who had registered to attend the site meetings. Will you publish who actually attended these meetings, and will you have meeting transcripts.</p>	<p>Please refer to Amendment 0001, dated 18 July 2005. As other site visits are held, the attendees, powerpoint slides, and Q&A's will be posted to the NAB Website.</p>
RFP2005:Jul:28:21:53:15	N/A	<p>After the proposal due date has passed, is it public information how many bids were received, and is it public information the names of those bidders? Will any of the above information get posted?</p>	<p>This is an RFP and as such, the information on how many proposals were received and who they were received from will not be public information until the award is made in February 2006. However, the Performance Decision will be a public announcement on who the winner of this competition.</p>

(End of Summary of Changes)